

EXHIBIT A

NOTE, ST. PRITY AGREEMENT AND DISCLOSURE STATEMENT

☐ Installment - Pre-Computed ☒ Installment - Simple ☐ Single Payment

SouthTrust Bank, National Association
 P.O. Box 85837
 Birmingham, AL 35263-0837
 Birmingham, Alabama, AUGUST 10, 1998

Borrower's Name: JARVIS MINIFIELD
 Borrower's Address: 619 LAFAYETTE HWY
 Street, Apt/Box or Post Office and Mailing Address: MOBILE
 City: MOBILE State: AL Zip: 36686

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all payments as scheduled.
8.63%	\$ 104,804.41	\$ 88,896.70	\$ 193,701.11

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
179	\$695.00	MONTHLY beginning 09/10/98
1	\$69,296.13	Final payment due 08/30/13

Insurance
 Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost.

Type	Premium	I want credit life insurance.
Credit Life-one insured	Term: _____ months	Signature 1
Credit Life-two insureds	Term: _____ months	Signature 2
Credit Disability	Term: _____ months	Signature
Credit Life and Disability	Term: _____ months	Signature

You may obtain property insurance from anyone you want. It is acceptable to SouthTrust Bank. If you get the insurance from SouthTrust Bank, you will pay \$ _____ n/a for _____ months coverage.

Demand Feature: (Check if applicable)
☐ This obligation is payable on demand and all disclosures are based on an assumed maturity of one year. ☐ This obligation has a demand feature.

Security: You are giving a security interest in:
☐ The goods or property being purchased. ☒ Other Property (Brief Description): REAL ESTATE

Your deposit accounts and other rights to payment of money from SouthTrust Bank, other than individual Retirement Accounts, also secure this loan. Consenting to security interest with SouthTrust Bank may also secure this loan. Filing Fee: \$ 151.20

Late Charge: (Check if Applicable)
☒ If payment is late _____ days or more, you will be charged _____ % of the amount which is late, but not less than \$ 50 or more than \$ 100.00.

Prepayment: If you pay off early, you:
☐ may ☒ will not have to pay a penalty.
☐ may ☐ will not be entitled to a refund of part of the finance charge.

Assignment: (Check if applicable) Someone buying your house:
☐ may, subject to conditions, assume the obligation of the mortgage on the original terms.
☐ cannot assume the responsibility of the mortgage on the original terms.

See your contract documents for any additional information about assignment, default, any required requirement in full before the scheduled date, and prepayment refunds and penalties.

Reconciliation of the Amount Financed of \$ 88,896.70
 \$ 50,849.53 Amount given directly to you
 \$ 37,150.47 Amount paid on your account

Amount paid to others on your behalf:

\$ _____ to insurance company for credit life insurance	\$ _____ to attorney fees-OLIVER KITCHENS
\$ _____ to insurance company for credit disability insurance	\$ <u>6.50</u> to Initial Flood Certification Fee
\$ _____ to insurance company for property insurance	\$ <u>890.00</u> Prepaid Finance Charge

Amount paid to others on your behalf (cont'd):
 \$ 151.20 Filing fees and taxes
 \$ _____ certificate of title fee
 \$ _____ to credit reporting agencies
 \$ 300.00 to appraisers
 \$ 439.00 to ATTORNEY FEES-OLIVER KITCHENS
 \$ 6.50 to Initial Flood Certification Fee
 \$ 890.00 Prepaid Finance Charge

SA 31462 SouthTrust Corporation (Rev. 1/92)

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GA 51452 SouthTrust Corporation (Rev. 1/82)

LOG #

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REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

Mortgagors (last name first):

MINNIFIELD, WARREN

MINNIFIELD, EMMA L.

Stevens, Jeanetta Minnifield
619 LAFAYETTE HWY

MOBILE, AL 36674

City

State

Zip

Mortgagee:

SouthTrust Bank, National Association

P.O. Box 13837

Birmingham, AL 35283-0837

City

Mailing Address

State

Zip

This instrument was prepared by:

SOUTHWEST BANK, N.A.,

P. O. BOX 1245

MOBILE, AL 36674

THE STATE OF ALABAMA

RANDOLPH

County

KNOW ALL MEN BY THESE PRESENTS: That whereas

WARREN MINNIFIELD, AND WIFE, EMMA L. MINNIFIELD and Jeanetta Minnifield Stevens

have become jointly indebted to SouthTrust Bank, National Association

with offices in Birmingham, Alabama, (together with its successors and assigns,

hereinafter called "Mortgagee" in the sum of FIFTY-NINE THOUSAND SEVEN HUNDRED FIFTY-NINE AND 70/100

Dollars (\$ 59,756.70)

together with interest thereon, as evidenced by a promissory note or notes of even date herewith.

[Complete the following if term of note(s) is more than 20 years] The final scheduled maturity date of such note(s) is

NOW, THEREFORE, in consideration of the indebtedness described above and other valuable consideration to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment and performance of the indebtedness described above, any extensions, renewals, modifications and increases thereof and substitutions therefor and all interest thereon, all sums advanced by Mortgagee pursuant to the terms of this mortgage, and all other indebtedness (including future loans and advances) now or hereafter owed to Mortgagee by any of the above-named or by any of the undersigned, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not (all of the foregoing being sometimes referred to collectively in this mortgage as the "secured indebtedness"), and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned

WARREN MINNIFIELD, AND WIFE, EMMA L. MINNIFIELD and Jeanetta Minnifield Stevens

(whether one or more, hereinafter called "Mortgagors") do hereby grant, bargain, sell, convey, assign, grant a security interest in, transfer and warrant unto

Mortgagee the following described real property situated in RANDOLPH County, State of Alabama, viz

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

together with all present and future leases and subleases thereof and of any part thereof, all rents, profits, royalties, and other income and revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereto in belonging or in anywise appertaining thereto, including any after-acquired title and encumbrances and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, crops and sown windows and doors, gas, pipes, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, appliances, stoves, fire and burglar detection devices, trees, shrubs and flowers, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage (all of the foregoing real property, equipment, and fixtures being sometimes hereinafter called the "mortgaged property").

And together with all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property or on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property hereby transferred includes, without limitation, all lumber, bricks, building stone, building blocks, sand, cement, steel, roofing materials, paint, doors, windows, storm doors, storm windows, glass, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, trees, shrubs and flowers, and in general all building materials, equipment, appliances and plants of every kind and character used or useful in connection with improvements to real property; provided, that to the extent the personal property described above consists of "household goods", as that term is defined in 12 C.F.R. Section 227.12 (d), Mortgagee's security interest in those household goods is limited to a purchase money security interest; and provided further, that if the mortgaged property includes the principal dwelling of any Mortgagor who is an individual, and if the securing by this mortgage of any particular other or future indebtedness would give rise to a right of redemption under 15 U.S.C. Section 1635 or the regulations promulgated thereunder, such other or future indebtedness will be secured by this mortgage only if all required notices of the right of redemption were timely and properly given.

SA24922 3/12

Page 1 of 2 Initials

Minnifield 0024

Forwards, they will warrant and forever defend the title of mortgages to the mortgaged premises against the world unless at all persons whatsoever, and the mortgaged property is free and clear of all encumbrances, mortgages and restrictions and liens specifically mentioned.

The use of 10 microtubules associated with retraction led to a specific involvement

[illegible]

The first step in the development of a new product is the identification of a market need. This is often done through market research, which can be conducted in a number of ways. One common method is to conduct surveys of potential customers, asking them about their needs and preferences. Another method is to observe customers in their natural environment, looking for clues about their behavior and needs. Once a market need has been identified, the next step is to develop a product that meets that need. This involves a process of brainstorming and prototyping, where ideas are generated and tested in a controlled environment. The final step in the development process is to launch the product into the market and monitor its performance. This involves tracking sales, customer feedback, and other key performance indicators to ensure that the product is meeting its intended purpose.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

12. The *Montgomery* was unanimously and almost identically handled, though some applied any and all forms, such as, demands, claims, liability, and expenses (including attorney's fee) to the plaintiff, and others applied them to the defendant. The majority of the respondents (67%) were in agreement to put the costs of litigation (including attorney's fee) on the defendant. The minority (33%) were in agreement to put the costs of litigation (including attorney's fee) on the plaintiff. The respondents in both groups (plaintiff or defendant) had no opinion as to whether the costs of litigation (including attorney's fee) should be on the plaintiff or defendant.

12. That the "Constructive Mortgage" has been noted on Page 1, the mortgage is a construction mortgage which secured an obligation incurred for the acquisition, construction, improvement, and/or the construction of an improvement on real property, and Mortgagee will perform and comply with the terms of any construction loan agreement with the Mortgagor with regard to such improvement.

[illegible]

SAJ4172 5/172

0214

WPC

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☐ **Completed last mortgage:** If this box is marked, this mortgage is a construction mortgage.

1614H

Aufgaben

1987

BMW 7 Series

1

ATTENT:

215 _____
(Corporate Seal)

(Corporate Seal)

by _____

•

(in accordance with the provisions of the Code of Laws of the City of New York)

I certify the amount of backdeductions previously incurred is \$ 89,786.70.

Authorized agent for MoniPages

5/12/92 5/92

Page 1 of 4
Tallies

Minnifield 0026
Minnifield 0026

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THE STATE OF ALABAMA, COUNTY

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Warren Minnifield and wife, Emma L. Minnifield and Jeanetta Minnifield Stevens whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of August, 1998.

(Notarial Seal) Brenda Bellum Notary Public
My Commission expires: 10-04-2000

THE STATE OF ALABAMA, COUNTY

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____.

(Notarial Seal) _____ Notary Public

THE STATE OF ALABAMA, COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ President of the _____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____.

(Notarial Seal) _____ Notary Public

THE STATE OF ALABAMA, COUNTY

PARTNERSHIP ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as general partner of _____, a (general) (limited) partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this _____ day of _____.

(Notarial Seal) _____ Notary Public

STATE OF ALABAMA
AFTER RECORDING PLEASE RETURN TO: RANDOLPH COUNTY
SouthTrust Bank, N.A. I hereby certify that
P. O. Box 1265 12490 REAL ESTATE MORTGAGE,
Roanoke, AL 36274 has been kept on file with the SECURITY AGREEMENT AND
Instrument as required by law. FINANCING STATEMENT

Mark Diamond
Judge of Probate

THE STATE OF ALABAMA
Randolph COUNTY, Office of the Judge of Probate.

I hereby certify that the within mortgage was filed in this office for record on the August day of 31, 1998 at 11:30 o'clock A.M., and duly recorded in Mortgage 2 Volume 367, at page 0711, and examined.

14.50
3.00

Mark Diamond
Judge of Probate

SA24922 5/92

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Vol. 367 PAGE 11

EXHIBIT "A"

Begin at an iron stake that marks the NE corner of Section 2, Township 22 South, Range 12 East, of the Huntsville Meridian and run S 2 degrees 30' E along the section line between Sections 1 and 2 a distance of 197 feet to a stake on the southerly side of a blacktop street known as South Street at the point of beginning; thence N 49 degrees 01' W along the southerly side of South Street a distance of 455.6 feet to point of on the easterly right-of-way line of Old Highway 431; thence S 11 degrees 33' W along said right-of-way line a distance of 400 feet to a point; thence N 87 degrees 30' E a distance of 68 feet to a point; thence N 2 degrees 30' W a distance of 18.5 feet to a point; thence N 87 degrees 30' E a distance of 360 feet to the section line between Sections 1 and 2 a distance of 63 feet to the point of beginning. Together with all improvements located thereon.

Ar. Warren Minnifield
 Warren Minnifield

Emma L. Minnifield
 Emma L. Minnifield

Jeanetta Minnifield Stevens
 Jeanetta Minnifield Stevens